

# A Resolution

NO. 3626-06-2008

**A RESOLUTION AUTHORIZING THE EXECUTION OF A LOCAL PROJECT ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE DIVISION OF COSTS AND RESPONSIBILITIES ASSOCIATED WITH DRAINAGE IMPROVEMENTS AND MEDIAN NARROWING ON EAST ROSEDALE STREET FROM IH-35W TO US 287**

**WHEREAS**, the State Department of Highways and Public Transportation provided for the reconstruction of East Rosedale Street from IH-35 W to US 287 by passing Minute Order 90823 on September 26, 1990; and

**WHEREAS**, the Texas Transportation Commission approved the Statewide Mobility Program of the Unified Transportation Program by passing Minute Order 110266 on October 27, 2005; and

**WHEREAS**, the Texas Transportation Commission approved the Statewide Preservation Program of the Unified Transportation Program by passing Minute Order 110479 on March 30, 2006; and

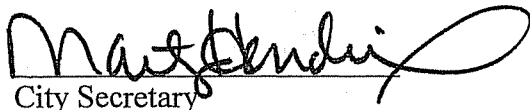
**WHEREAS**, the City of Fort Worth desires to enter into a Local Project Advance Funding Agreement with the Texas Department of Transportation for the division of costs and responsibilities associated with drainage improvements and median narrowing on East Rosedale Street from IH-35W to US 287.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF FORT WORTH, TEXAS:**

Authorizes the City Manager, or his designee, to execute a Local Project Advance Funding Agreement with the Texas Department of Transportation to share the responsibilities associated with drainage improvements and median narrowing on East Rosedale Street from IH-35W to US 287.

PASSED AND APPROVED by the City Council of the City of Fort Worth, Texas on this the 10<sup>th</sup> day of June, 2008.

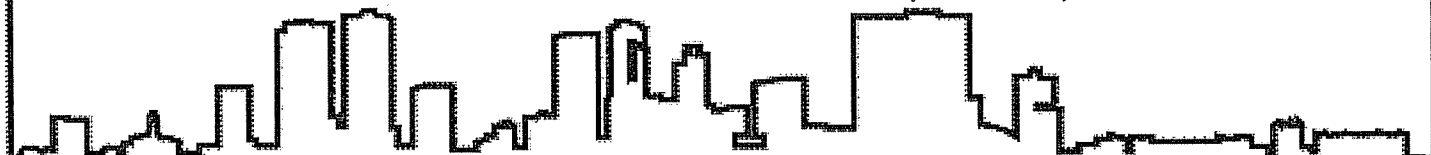
ATTEST:

  
City Secretary

APPROVED  
CITY COUNCIL

JUN 10 2008

  
City Secretary of the  
City of Fort Worth, Texas



**CITY OF FORT WORTH**

CSJ # 0172-01-042  
District # 02  
Code Chart 64 # 15000  
Project: Drainage Improvements  
Agreement #: 02-8XXF6018

THE STATE OF TEXAS           §

THE COUNTY OF TRAVIS       §

**LOCAL PROJECT ADVANCE FUNDING AGREEMENT FOR  
VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS  
TO TRANSPORTATION IMPROVEMENT  
PROJECTS WITH NO REQUIRED MATCH**

**THIS AGREEMENT IS MADE BY AND BETWEEN** the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and the City of Fort Worth, acting by and through its duly authorized officials, hereinafter called the Local Government.

**WITNESSETH**

**WHEREAS**, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

**WHEREAS**, Texas Government Code Chapter 791 and Texas Transportation Code §201.209 and Chapter 221, authorizes the State to contract with municipalities and political subdivisions; and,

**WHEREAS**, Commission Minute Order Number 110266, 110479 authorizes the State to undertake and complete a highway improvement generally described as widen four lanes to six lanes divided and replace Railroad underpass; and,

**WHEREAS**, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as construction on drainage improvements on East Rosedale and Sycamore Creek and modify the plans to reduce the width of the median from IH 35W to US 287, hereinafter called the "Project"; and,

**WHEREAS**, Transportation Code, §201.209 allows the State to enter into an interlocal agreement with a Local Government; and,

**WHEREAS**, the State has determined that such participation is in the best interest of the citizens of the State;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

**AGREEMENT**

**Article 1. Time Period Covered.** The period of this LPAFA is as stated in the MAFA, without exception.

**Article 2. Project Funding and Work Responsibilities.** The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments

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to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

**Article 3. Payment of Funds.** Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

**Article 4. Right of Access.** If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

**Article 5. Adjustments Outside the Project Site.** The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

**Article 6. Responsibilities of the Parties.** Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

**Article 7. Document and Information Exchange.** The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local entity creates the documents with its own forces or by hiring a consultant or professional provider.

**Article 8. Inspection and Conduct of Work.** Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

**Article 9. Increased Costs.** Increased cost will be under the conditions as provided for in the MAFA, without exception.

**Article 10. Maintenance.** Project Maintenance will be under the conditions as provided for in the MAFA, without exception.

**Article 11. Termination.** Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

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**Article 12 Notices.** Notices of this LPAFA shall be under the conditions as stated in the MAFA, without exception. Local Government: Fernando Costa

Assistant City Manager  
City of Fort Worth  
1000 Throckmorton  
Fort Worth, Texas 76102

**Article 13. Sole Agreement.** Sole Agreement of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

**Article 14. Successors and Assigns.** The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

**Article 15. Amendments.** Amendments to this LPAFA shall be made as described in the MAFA, without exception.

**Article 16. Incorporation of Master Agreement Provisions.** This LPAFA incorporates all relevant provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein. Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

**Article 17. State Auditor.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**Article 18. Insurance.** If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**Article 19. Signatory Warranty.** The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

**IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT** have executed duplicate counterparts to effectuate this agreement.

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**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_

Date \_\_\_\_\_  
District Engineer

**THE LOCAL GOVERNMENT**

ATTEST:

\_\_\_\_\_  
Marty Hendrix  
City Secretary

\_\_\_\_\_  
Contract Authorization  
Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Amy Ramsey  
Assistant City Attorney

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Fernando Costa  
Acting Assistant City Manager

Date: \_\_\_\_\_

APPROVAL RECOMMENDED:

\_\_\_\_\_  
Greg Simmons  
Acting Director, Transportation/  
Public Works Department

Date: \_\_\_\_\_

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## Attachment A

### Payment Provision and Work Responsibilities

The Local Government will pay for the cost of the construction on drainage improvements on East Rosedale and Sycamore Creek and modify the plans to reduce the width of the median from IH 35W to US 287, which are on-system locations. The Local Government's participation is 100% of the cost of this particular improvement. The Local Government's estimated cost of this additional work is \$2,781,556.00, including construction items, and engineering and contingencies. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Local Participation	
		%	Cost
Preliminary Engineering for Drainage Improvements	\$104,216	100%	\$104,216
Preliminary Engineering for Median	\$227,581	100%	\$227,581
Environmental for Drainage Improvements	\$16,584	100%	\$16,584
Construction for Drainage Improvements	\$2,340,754	100%	\$2,340,754
Subtotal	\$2,689,135		\$2,689,135
Direct State Costs 13% (including plan review, inspection and oversight)	\$349,588	100%	\$349,588
<b>TOTAL</b>	<b>\$3,038,723</b>		<b>\$3,038,723</b>
1 <sup>st</sup> Payment paid by City for Median			- 257,167
Payment due upon execution (No Engineering)			\$2,660,756

**Direct State Cost will be based on actual charges.**

**Local Government's Participation (100%) = \$3,038,723**

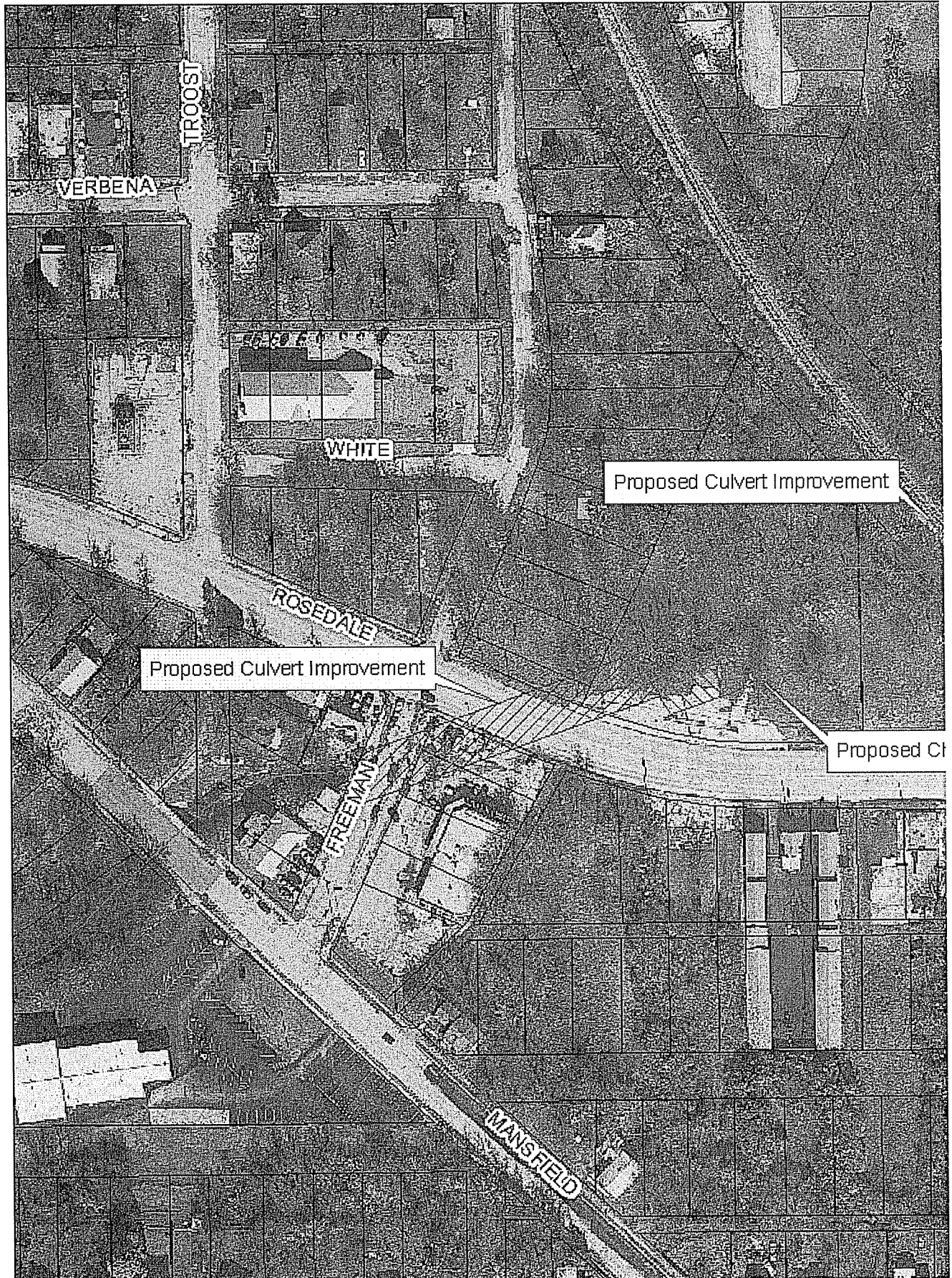
This is an estimate only, final participation amounts will be based on actual charges to the project.

### **Work Responsibilities:**

The State is responsible for Construction of the drainage improvements. The City is responsible for the Preliminary Engineering and Environmental and the State will review and approve the Preliminary Engineering and Environmental.

The State is responsible for the modification of the plans for reducing the width of the median from IH 35W to US 287.





# *City of Fort Worth, Texas*

## **Mayor and Council Communication**

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**COUNCIL ACTION: Approved on 6/10/2008 - Res. No. 3626-06-2008**

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**DATE:** Tuesday, June 10, 2008  
**LOG NAME:** 20138SWM-LPAFA

**REFERENCE NO.:** C-22847

**SUBJECT:**

Adopt Resolution Authorizing the Execution of a Local Project Advance Funding Agreement with the Texas Department of Transportation with City Participation Not to Exceed \$3,038,723.00 for the Design, Construction and Inspection of Drainage Improvements at East Rosedale and Sycamore Creek

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**RECOMMENDATION:**

It is recommended that the City Council:

1. Adopt the attached resolution authorizing the execution of a Local Project Advance Funding Agreement with the Texas Department of Transportation with City participation not to exceed \$3,038,723.00 for the design, construction and inspection of drainage improvements at East Rosedale and Sycamore Creek; and
2. Authorize Payment to Texas Department of Transportation in the amount of \$2,660,756.00.

**DISCUSSION:**

On November 27, 1990, the City Council approved M&C G-8922 accepting the provisions of the then State Department of Highways and Public Transportation Commission (now the Texas Transportation Commission) Minute Order No. 90823 providing for the reconstruction of East Rosedale Street from Interstate Highway 35W to US 287 as a six-lane divided arterial. The provisions of the Texas Transportation Commission Minute Order makes Texas Department of Transportation (TxDOT) responsible for 50 percent of the project cost and the City responsible for 50 percent, for standard project items. In addition Minute Orders No. 110266 and No. 110479 authorized widening to a six lane divided arterial and replacement of a railroad overpass.

On January 19, 2006, Council approved a design modification to the project plans to reduce the median width and authorized payment to TxDOT in the amount of \$257,167 M&C (G-15064). This payment is included in the Payment Provisions of the Local Project Advance Funding Agreement (LPAFA).

Drainage improvements are included as part of this project. TxDOT drainage design standards are limited to the 25-year design frequency, but City standards call for design for the 100-year storm frequency protection. On June 12, 2007, Council approved a contract with LopezGarcia Group to upgrade the design for drainage improvements, which are located near Sycamore Creek Tributary M&C (C-22169). The upgraded scope of work includes four additional culverts, channel construction, and storm drain and channel improvements. The design is complete. Because the upgrade is requested by the City, the cost, including design, construction and inspection, would be totally funded by the City.

The LPAFA details the division of costs and responsibilities of the City and TxDOT in the development of the drainage upgrade. The City is responsible for the design, securing any needed rights-of-way, adjusting or relocating utilities, and identification and assessment of any environmental mitigation associated with the



project. TxDOT will advertise, award, and inspect construction.

The total estimated cost of the drainage upgrade portion is \$2,660,756.00. This cost will be totally funded by the City through the Storm Water Capital Projects 2007 Revenue Bond Fund. The City will be responsible for any cost overruns.

This project is located in COUNCIL DISTRICT 8.

**FISCAL INFORMATION/CERTIFICATION:**

The Finance Director certifies that funds are available in the current capital budget, as appropriated, of the Storm Water Capital Projects 2007 Revenue Bond Fund.

**TO Fund/Account/Centers**

**FROM Fund/Account/Centers**

P229 541200 208280013883

\$2,660,756.00

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**Submitted for City Manager's Office by:**

Fernando Costa (8476)

**Originating Department Head:**

Greg Simmons (7862)

**Additional Information Contact:**

Linda S Young (2485)

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*City of Fort Worth, Texas*  
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